



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
74114
Amendment 1

October 30, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE
CALABASAS CREEK, ALISO CREEK, AND EAST CANYON CREEK
SUPERVISORIAL DISTRICT 3
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this additional contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve an amendment to Contract No. 74114 with DMS Landscape Services, located in Santa Ana, California, to include landscape maintenance services for Earth Day sites in the Los Angeles River and Malibu watersheds.
3. Authorize Public Works to encumber an additional annual amount of \$6,336, plus 15 percent for unforeseen changes or requirements, for maintenance services of these Earth Day sites.
4. Delegate authority to the Director of Public Works to execute the amendment upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 6, 2002, Synopsis 56, your Board awarded Contract No. 74114 to DMS Landscape Services to provide landscaping services at specific locations along Aliso, Calabasas, and the East Canyon Creeks. The contract is part of Public Works' commitment to beautify and maintain Flood Control District rights of way. The Earth Day event helps create awareness of the river and its environmental resources. To ensure the sustainability of the newly established Earth Day sites, it is desirable to expand the maintenance services provided under this existing contract. The amendment will include landscape maintenance services of the Earth Day sites in the Los Angeles River and the Malibu Creek watersheds.

Implementation of Strategic Plan Goals

This recommended action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children and Families' Well-Being. This amendment will improve internal operations through the utilization of this contractor's expertise to effectively provide landscape services in a timely and responsive manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The existing contract for these landscaping services is for an annual amount not to exceed \$21,955, plus 15 percent for unforeseen changes or requirements. The amendment would add \$6,336, plus 15 percent for unforeseen changes or requirements, increasing the contract's annual amount to \$28,291. Funds are available in the Flood Control District's 2003-04 budget. There will be no impact on net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to execution by the Director, the enclosed sample amendment will be properly signed by the contractor and County Counsel will review it as to form. The amendment includes standard provisions implementing the Safely Surrendered Baby Law and the bar on payment for services following expiration or termination of this contract.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for non-Proposition A services, required on a part-time and intermittent basis.

The Honorable Board of Supervisors
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ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of the CEQA, the type of services to be provided are categorically exempt as specified in Class 4 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The amendment will not result in the displacement of any County employees and will ensure continuity of these services.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

SAMPLE AMENDMENT 1 TO CONTRACT NO. 74114

This AMENDMENT, made and entered into this ____ day of _____ 2003.

WHEREAS, Contract No. 74114 was entered into between the County of Los Angeles (County) and DMS Landscape Services (Contractor), on August 6, 2002, for landscaping services at specific locations along Calabasas, Aliso, and the East Canyon Creeks for an annual price of \$21,955, or such greater sum as the Board may approve; and

WHEREAS, County now requires maintenance services at Earth Day sites in the Los Angeles River and Malibu Creek watersheds; and

WHEREAS, the Contractor is willing to perform such additional services.

WHEREAS, the County has adopted additional requirements since the approval of this Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

FIRST: The parties agree to amend the Contract to include maintenance services at Earth Day sites in the Los Angeles River and Malibu Creek watersheds for an additional annual amount of \$6,336 or such greater sum as the Board may approve together known as the Maximum Contract Sum.

SECOND: The Contractor agrees in strict accordance with the Contract Terms, Specifications, and Conditions to meet the County's requirements.

THIRD: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached and is also available on the Internet at www.babysafela.org for printing purposes.

FOURTH: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

FIFTH: Contractor shall not perform or accept work requests from the Project Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum

Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Project Manager in writing.

SIXTH: The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

SEVENTH: All other prices, terms, conditions, requirements, and specifications of the original Contract shall remain in effect and unchanged.

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

DMS LANDSCAPE SERVICES

By _____
Its President

By _____
Its Secretary